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7 Attorneys for Defendant  
North American Title Insurance Company  
8

9 **UNITED STATES DISTRICT COURT**  
10 **DISTRICT OF NEVADA**  
11

12 WELLS FARGO BANK, NATIONAL  
ASOCIATION, AS TRUSTEE FOR THE  
13 HOLDERS OF THE FIRST FRANKLIN  
MORTGAGE LOAN TRUST 2006-FF15  
14 MORTGAGE PASS THROUGH  
CERTIFICATES, SERIES 2006-FF15,  
15

16 Plaintiff,

17 vs.

18 NORTH AMERICAN TITLE INSURANCE  
COMPANY,  
19

20 Defendant.  
21

Case No.: 2:19-cv-01111-RFB-VCF

**STIPULATION AND PROPOSED  
ORDER TO STAY CASE PENDING  
APPEAL**

22 Plaintiff Wells Fargo Bank, National Association (“Wells Fargo”) and defendant North  
23 American Title Insurance Company (“North American”) (collectively, the “Parties”), by and  
24 through their counsel of record, hereby stipulate and agree as follows, subject to the approval of  
25 the District Court:

26 **WHEREAS**, Wells Fargo filed this action on June 26, 2019;

27 **WHEREAS**, North American filed its Answer on September 6, 2019;



1           **WHEREAS**, there are now currently pending in the United States District Court for the  
2 District of Nevada more than three dozen actions between national banks, on the one hand, and  
3 their title insurers, on the other hand (the “Actions”);

4           **WHEREAS**, each of the Actions involves a title insurance coverage dispute wherein the  
5 national bank contends, and the title insurer disputes, that a title insurance claim involving an  
6 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

7           **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992  
8 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9  
9 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5  
10 Endorsement (the “Form Policy”);

11           **WHEREAS**, each of the Actions implicates common questions of interpretation of the  
12 Form Policy;

13           **WHEREAS**, the national bank in one of these actions has now appealed a judgment of  
14 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title*  
15 *Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC)  
16 (the “*Wells Fargo II* Appeal”);

17           **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the  
18 *Wells Fargo II* Appeal will likely touch upon issues regarding the interpretation of the Form  
19 Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition  
20 of the other Actions, including the instant action;

21           **WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant  
22 action pending the disposition of the *Wells Fargo II* Appeal, that a stay of the instant action will  
23 not prejudice either of the Parties, and that a stay of the instant action will best serve the interests  
24 of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the  
25 *Wells Fargo II* Appeal might affect the disposition of this case);

26           **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby  
27 stipulate and agree as follows:

1. The instant action shall immediately be **STAYED**, pending the disposition of the



1 *Wells Fargo II* Appeal.

2       2.       The Scheduling Order [ECF #8] previously entered in this action is hereby  
3 **VACATED.**

4       3.       Each of the Parties shall be excused from responding to any now-outstanding  
5 discovery requests propounded by the other until after the stay is lifted.

6       4.       By entering into this stipulation, none of the Parties is waiving its right to  
7 subsequently move the Court for an order lifting the stay in this action.

8  
9 Dated this 4th day of February 2020

EARLY SULLIVAN WRIGHT  
GIZER & McRAE LLP

*/s/--Sophia S. Lau*

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Attorneys for Defendant North American Title  
Insurance Company

18  
19 Dated this 4th day of February 2020

WRIGHT, FINLAY & ZAK, LLP

*/s/--Lindsay D. Robbins*

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Attorneys for Wells Fargo Bank, National Association,  
as Trustee for the Holders of the First Franklin  
Mortgage Loan Trust 2006-FF15 Mortgage Pass  
Through Certificates, Series 2006-FF15

**ORDER**

**IT IS SO ORDERED:**

25  
26   
27 RICHARD F. BOULWARE, II  
UNITED STATES DISTRICT JUDGE

DATED this 8th day of February, 2020.

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